

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorandum and Notice of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunstate Equipment Co., LLC		04/08/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	101 North First Avenue		
Internal Address:	Suite 1600		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85003		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1939559	SUNSTATE EQUIPMENT CO.	
Registration Number:	1929650	SUNSTATE EQUIPMENT CORP.	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Thomson & Thomson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		
Signature:	/CHRISTINE WILSON/		

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TRADEMARK  
REEL: 003065 FRAME: 0481

Date:

04/13/2005

Total Attachments: 3

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**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

Sunstate Equipment Co., LLC, a Delaware limited liability company, whose address is 5425 E. Washington Street, Phoenix, Arizona 85034 ("Grantor"), hereby acknowledges the following:

Grantor and U.S. Bank National Association, as Trustee (the "Trustee") in its capacity as agent (in such capacity, the "Collateral Agent") for the holders (the "Holders") of the 10 1/2% Second Priority Senior Secured Notes due 2013 of the Grantor and Sunstate Equipment Co. Inc., a Delaware corporation ("Sunstate Inc." and, together with the Grantor, the "Issuers"), are party to that certain Indenture, dated as of April 8, 2005 (as amended, modified, renewed or extended from time to time, the "Indenture") by and among the Issuers and the Trustee; and

Grantor, the Trustee, the First Lien Collateral Agent (as defined therein) and the Control Agent (as defined therein) have entered into an intercreditor agreement (the "Intercreditor Agreement") dated as of the date hereof providing for priority of claims.

Under the terms of the Indenture and that certain Security Agreement, dated as of April 8, 2005 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into between the Grantor and the Collateral Agent, Grantor has granted to the Collateral Agent, for the benefit of the Collateral Agent and Trustee and the ratable benefit of the Holders, a security interest in the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto, owned by Grantor, which Trademarks are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Collateral Agent may have in any other collateral described in the Security Agreement or otherwise. Capitalized terms used but not defined herein shall have the meanings given them in the Security Agreement.


Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement shall be a second priority lien on and security interest in the Trademarks and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Memorandum and Notice of Security Interest in Intellectual Property, the terms of the Intercreditor Agreement shall govern and control.

Subject to the provisions of Section 26(a) of the Security Agreement, this Memorandum and Notice of Security Interest in Intellectual Property shall terminate upon the payment in full of all Secured Obligations.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 8th day of April, 2005.

SUNSTATE EQUIPMENT CO., LLC  
a Delaware limited liability company

By:

  
Name: Benno E. Jurgemeyer  
Title: Executive Vice President and  
Secretary

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Memorandum and Notice of Security Interest in Intellectual Property

**TRADEMARK**  
**REEL: 003065 FRAME: 0484**

**Schedule A**

**Trademarks**

**Registered Trademarks:**

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
SUNSTATE EQUIPMENT CO. (and Design)	74/578,573	1,939,559	December 5, 1995
SUNSTATE EQUIPMENT CORP.	74/578,572	1,929,650	October 24, 1995